

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

IN RE:	)	CASE NO.: 24-11613-PMM
	)	
Cassidy Marie Catherine Thomas,	)	
	)	
Debtor	)	CHAPTER 13

**OBJECTION OF ALLY BANK  
TO CONFIRMATION OF DEBTOR'S PROPOSED PLAN**

Ally Bank ("ALLY"), by and through its attorneys, Lavin, Cedrone, Graver, Boyd & DiSipio, files **Objection to Confirmation of Debtor's Proposed Plan** and states:

1. On December 04, 2021, Debtor Cassidy Marie Catherine Thomas and Codebtor Missy Kolatosz, entered into a Retail Installment Sales Contract in the principal amount of \$33,601.47 (the "Contract") that referred and related to the purchase of a 2018 Nissan Rogue Utility 4D SV AWD 2.5L I4, V.I.N. KNMAT2MVXJP611238 (the "Motor Vehicle").
2. The interest rate under the Contract is 12.5400% *per annum*.
3. ALLY is the assignee of the Contract.
4. To secure the Contract, Debtor Cassidy Marie Catherine Thomas and Codebtor Missy Kolatosz granted a first lien on the Motor Vehicle in favor of ALLY.
5. On May 10, 2024, Debtor filed a Voluntary Petition under Chapter 13 of the United States Bankruptcy Code.
6. On June 19, 2024, Debtor filed a Proposed Plan (the "Plan").
7. The Chapter 13 Trustee has scheduled a Meeting of Creditors for August 16, 2024.
8. The plan lists the amount of the claim at \$36,251.87 at 6.00% interest.
9. Pursuant to 11 U.S.C. §1325, a vehicle purchased within 910 days preceding the date of the filing of the petition, and collateral for that debt consists of a motor vehicle acquired for personal use of the Debtor, said claim shall not be valued under 11 U.S.C. §506. In the case at hand, the Vehicle was purchased on December 04, 2021 is a purchase money security interest, and is used

- for Debtor's personal use. Therefore ALLY asserts its claim should be allowed as fully secured.
10. As of the May 10, 2024, the balance on Ally Bank Total claim was \$36,251.87.
  11. A proposed 6.000% interest rate is inconsistent with Till v. SCS Credit Corp., 541 U.S. 405 (2004).
  12. Ally Bank is entitled to a secured claim of \$36,251.87 at 10.50%.
  13. For the foregoing reasons, ALLY objects to confirmation of the Plan.

WHEREFORE **Ally Bank**, respectfully requests this Honorable Court to deny confirmation of the Plan.

Respectfully submitted,

Lavin, Cedrone, Graver, Boyd & DiSipio

BY: /s/ Regina Cohen

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